

ENROLLMENT AGREEMENT

ITT TECHNICAL INSTITUTE  
A Service of ITT Educational Services, Inc.  
3325 Stop 8 Road  
Dayton, Ohio 45414  
(513) 454-2267

PLAINTIFF'S EXHIBIT

STUDENT ROSTER NO.

Student's Name Bryan A. Frees Telephone (513) 235-7205  
Student's Address 15 S. Mulberry City Troy State Ohio Zip 45373

EDUCATIONAL STATUS		PERSONAL
Student certifies that he/she <input type="checkbox"/> has not graduated from high school. <input type="checkbox"/> Student is currently a high school senior and expects to graduate on: _____ Date _____ <input checked="" type="checkbox"/> Student possesses a GED certificate or equivalent. Identity _____		Student is a: (1) Citizen of the United States. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Social Security # <u>8217</u> (2) Resident Alien. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Alien # _____ (3) Foreign Student. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Visa Type _____ (4) Veteran. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of High School: <u>Frederick</u> City, State: <u>Dayton, Oh</u> Date of Graduation: <u>NA</u> Date of Certificate: <u>09-9-93</u>		College: _____ City, State: _____ Attended: <u>1</u> to <u>1</u> College: _____ City, State: _____ Attended: <u>1</u> to <u>1</u>
Name in which diploma/GED was issued: <u>same</u>		

ENROLLMENT APPLICATION	PROGRAM COST
Student hereby applies to enroll in ITT Technical Institute's ("School") ( ) Degree, ( ) Certificate, ( ) Diploma <u>HEATING, AIR CONDITIONING</u> <u>AND REFRIGERATION</u> ("Program") Program Length: <u>48</u> Weeks, _____ Quarters, and <u>03</u> Quarter Credit Hours. Start Date: <u>March 1994</u> Month/Day/Year Class Schedule Preference: ( ) Day Sessions ( ) Evening Session NOTICE: The School may be unable to accommodate Student's preference, as explained on page 2.	Application Fee: \$ <u>100.00</u> First Year Tuition: (Program Quarters 1 through 4) \$ <u>724.00</u> Second Year Tuition: (Program Quarters 5 through 4) \$ <u>NA</u> First Year Laboratory Fee: (Program Quarters 1 through 4) \$ <u>300.00</u> Second Year Laboratory Fee: (Program Quarters 5 through 4) \$ <u>NA</u> Estimated Cost of Books, Tools, and Supplies: \$ <u>1050.00</u> Estimated Total Program Cost: \$ <u>9274.00</u> First Year Quarterly Tuition: \$ <u>1950.00</u> Second Year Quarterly Tuition: \$ <u>NA</u> First Year Quarterly Laboratory Fee: \$ <u>25.00</u> Second Year Quarterly Laboratory Fee: \$ <u>NA</u>

PAYMENT REQUIREMENTS

Student is only obligated for the portion of the Program Cost applicable to each Program Quarter in which Student is enrolled in the School. Student must pay the School the applicable Quarterly Program Cost (i.e. quarterly tuition, laboratory fee, and cost of any books, tools, and supplies Student purchases from the School) on or before the first day of each Program Quarter, unless the School hereafter agrees in writing to a different payment arrangement.

NOTICE TO BUYER

- (1) Do not sign this Agreement before you read it or if it contains blank spaces.
- (2) You are entitled to a copy of this Agreement at the time you sign it. Keep this Agreement to protect your legal rights.
- (3) Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- (4) Under the law, you have the right, among others to pay in advance the full amount due and obtain under certain conditions, a partial refund of the finance charge.

BUYER'S RIGHT TO CANCEL

You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day after signing this Agreement and touring the School. See the Notice of Cancellation form for an explanation of this right.

STUDENT ACKNOWLEDGES RECEIPT OF A COPY OF THE CURRENT SCHOOL CATALOG ("CATALOG") AND A TRUE EXECUTED COPY OF THIS AGREEMENT. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE COMPLAINT PROCEDURE CONTAINED ON PAGE 2 OF THIS AGREEMENT.

STUDENT		CO-SIGNER OBLIGATION FOR MINORS	
I certify that all information provided about me is accurate and that I have read all pages of this Agreement and will abide by, be bound by, and be subject to its terms. I have retained a copy of this Agreement with all appropriate blanks completed. This Agreement is a legally binding instrument when signed by Student and accepted by the School. <u>Bryan A. Frees</u>		If Student is under 18 years of age, a parent or guardian must sign this Agreement as financial sponsor, and such signature will bind such person to all the terms hereof, upon acceptance by the School.	
Student's Signature	Date	Parent or Guardian Signature	Date
FOR SCHOOL USE ONLY			
I am submitting Student's name, together with this Agreement and Student's completed forms, to the School for consideration of acceptance into the Program. This Agreement is accompanied by: Application Fee of \$ <u>100.00</u> ( ) Cash or ( ) Check # _____			
Date: <u>2-19-94</u>	Signature: <u>[Signature]</u>	Representative	No. <u>8258</u>
This Agreement is binding on the School, only if the following is completed and signed by the School:			
Student is accepted. By: _____ School Official _____ Date _____			

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON EACH OF THE 2 PAGES HEREOF.

**YEAR AND PROGRAM QUARTER:** A Year is four successive Program Quarters in length. The first Year begins the Program Quarter first enrolled as specified by the Start Date. A Program Quarter is 12 consecutive weeks in length. The dates each Program Quarter begins and ends are specified in the Student Calendar contained in the Catalog, but the School may, at any time in its sole discretion, revise the Student Calendar and change the dates any Program Quarter begins and ends. The number of quarter credit hours comprising each Program course and Program Quarter are specified in the Program Outline contained in the Catalog; but the School may, at any time in its sole discretion, revise the Program Outline and change the number of quarter credit hours comprising any Program course and/or Program Quarter.

**BOOKS, TOOLS, AND SUPPLIES:** Student must furnish all books, tools, and supplies required in the Program at his/her own expense. Student is not obligated to purchase any books, tools, or supplies from the School. The cost of books, tools, and supplies specified on page 1 of this Agreement is an estimated cost if purchased from the School, subject to changes in supplier prices and curricula. If purchased from the School, the cost of any books, tools, and supplies is nonrefundable.

**START DATE AND CLASS SCHEDULES:** The School will assign Student a class schedule for the Program. The class schedule typically assigned will be Monday through Friday from either: (a) 8:00 a.m. to 12:00 noon; (b) 1:00 p.m. to 5:00 p.m.; or (c) 6:00 p.m. to 10:00 p.m. Nevertheless, the School reserves the right to, and may in its sole discretion, assign a class schedule that differs from the class schedules specified above. The School will try to accommodate Student's chosen Start Date and preferred class schedule, but due to the limitation of the School's facilities, the School's overall enrollment scheduling, and/or inadequate enrollment, as determined by the School in its sole discretion, the School may at any time: (i) reschedule Student's chosen Start Date; (ii) assign Student a non-preferred class schedule; and/or (iii) cancel the Program. If, prior to the Start Date, the School reschedules Student's chosen Start Date or cancels the Program, this Agreement will have been canceled by the School. If the Student's chosen Start Date is rescheduled, Student may re enroll in the Program for a different Start Date. If Student is assigned a non-preferred class schedule, Student may cancel this Agreement by delivering written notice of cancellation to the School prior to Student's scheduled Start Date. Upon receipt of such cancellation notice, the School will cancel the Student's Enrollment Agreement. If Student does not cancel this Agreement by delivering written notice of cancellation to the School prior to Student's scheduled Start Date, Student will have accepted and agreed to his/her assigned class schedule.

Any time following Student's Start Date, the School may, in the best interests of administering the School as determined by the School in its sole and absolute discretion: (1) merge Student's class into one or more other classes; (2) divide Student's class into more than one class; and/or (3) change the meeting time of Student's class. If the School exercises any of its rights contained in the immediate preceding sentence, this Agreement will remain in full force and effect, and Student will not be relieved of any of his or her obligations hereunder.

**CURRICULUM:** The School may, at any time in its sole discretion, vary the sequence of Program courses and revise Program curriculum content.

**PLACEMENT ASSISTANCE:** Program graduates are entitled to the benefit of the School's placement assistance service as specified in the Catalog. Student understands that the School does not guarantee placement. No employment information or placement assistance provided by the school to Student will be considered by Student, either expressly or impliedly, as any: (a) guarantee of employment; (b) likelihood of employment; or (c) indication of the level of employment or compensation graduates of the program may expect.

**GRADUATION REQUIREMENTS:** In order to graduate from the Program, Student must attain an overall 2.0 cumulative grade point average and successfully complete all required courses specified in the Catalog for the Program and as may be revised from time to time by the School. At least 50% of the quarter credit hours must be earned at an ITT Technical Institute, and at least 45 quarter credit hours must be earned at this school. In addition, secretarial students must attain a keyboarding speed of 55 net words a minute prior to graduation.

**REPEAT:** If Student repeats any portion of the Program, Student must pay the current tuition and fees applicable to such portion of the Program and execute a written addendum to this Agreement with the School specifying the terms of the repeat.

**TERMINATION BY THE SCHOOL:** The School may, in its sole discretion, terminate Student, if Student: (a) falsifies his/her educational status certification on this Agreement; (b) fails to maintain satisfactory progress as specified in the Catalog; (c) fails to adhere to the attendance requirements stated in the Catalog; (d) fails to pay the Program cost as agreed in writing; (e) destroys or damages any property of the School (Student will also be liable for the repair and/or replacement of the damaged property); (f) engages in unlawful or improper conduct (including, without limitation, the unlawful possession, use, or distribution of illicit drugs and alcohol) or conduct contrary to the best interests of the School; or any conduct that reflects discredit upon the school or its reputation, as determined by the School in its sole discretion; or (g) disrupts normal Classroom discipline, or is insubordinate, as determined by the School in its sole discretion; (h) uses any School equipment without School authorization; (i) breaches any term of this Agreement; (j) cheats, as determined by the School in its sole discretion; or (k) fails to exhibit the highest quality of behavior, good citizenship, and respect for the community, as determined by the School in its sole discretion.

**REENTRY:** If Student withdraws or is terminated from the Program for any reason and Student subsequently applies to reenter the School, the School will determine in its sole discretion whether to allow Student to reenter. If the School allows Student to reenter, Student must execute a new Enrollment Agreement and pay all then current Program Costs.

**CANCELLATION:** Student's enrollment in the Program will be canceled and all monies received by the School from Student will be returned to the appropriate party(ies) within: (a) 30 days after the School receives Student's verbal cancellation request; or (b) business days after the School receives Student's written cancellation request; if (i) Student provides the School, prior to the Start Date, with credible evidence of Student's inability to participate in the Program; or (ii) such cancellation request is received by the School within five (5) business days after Student signs this Agreement and tours the School; or (b) 30 days, if (i) the School rejects Student; or (ii) the School cancels this Agreement. If (i) the School accepts Student in the Program, (ii) and Student fails to start the Program within 90 days following the scheduled Start Date, and (iii) none of the above conditions is satisfied, Student's enrollment will be canceled and all monies received by the School from Student, except the Application Fee, will be returned to the appropriate party(ies) within 30 days following the Start Date.

**REFUND:** If Student withdraws or is terminated from the School:

- (a) during the first 60% of the first Program Quarter Student attends at the School, the School will refund to the appropriate party(ies) a Pro Rata Portion (defined below) of the tuition and Laboratory Fee charged Student for such Program Quarter and any tuition and Laboratory Fee(s) received by the School from or on behalf of Student for any future Program Quarter(s);
- (b) after the first 60% of the first Program Quarter Student attends at the School, the School will only refund to the appropriate party(ies) the tuition and Laboratory Fee(s) received by the School from or on behalf of Student for any Program Quarter(s) or during any of the following specified weeks of any Program Quarter Student attends at the School, other than the first Program Quarter, the School will refund to the appropriate party(ies) (i) the following corresponding percentage of the tuition and Laboratory Fee received by the School from or on behalf of Student for such Program Quarter and (ii) any tuition and Laboratory Fee(s) received by the School from or on behalf of Student for any future Program Quarter(s):

Week	Refund Percentage
1st	90%
2nd	55%
3rd	30%
4th	30%
5th	30%
6th	30%
7th-12th	0%

Notwithstanding anything above to the contrary, if Student previously attended any portion of any program at the School and Student withdraws or is terminated from the Program during the first Program Quarter, the School will refund to the appropriate party(ies) a portion of the tuition and Laboratory Fee(s) received by the School from or on behalf of Student as specified above in (c) of this Section.

The School will pay any refund first to eliminate any outstanding balances for any Federal student financial aid received by or with respect to Student, in the following order and priority, unless otherwise required under applicable law: (1) subsidized Federal Stafford loans; (2) unsubsidized Federal Stafford loans; (3) Federal SLS loans; (4) Federal PLUS loans; (5) subsidized Federal Direct Stafford loans; (6) unsubsidized Federal Direct Stafford loans; (7) Federal Direct SLS loans; (8) Federal Direct PLUS loans; (9) Federal Perkins Loans; (10) Federal Pell Grants; (11) Federal SEOG Program aid; or (12) other programs authorized by Title IV of the Higher Education Act of 1965, as amended (except for the Federal Work Study Program); and (13) other Federal, state, private, or institutional student financial assistance. The School will pay Student any refund remaining after all outstanding balances specified in the immediate preceding sentence are eliminated. The School will make any refund within 30 days of Student's withdrawal or termination date or the specified time period under applicable law, whichever occurs first. Student will remain obligated to the School for all unpaid tuition, Laboratory Fee(s), and other amounts charged Student pursuant to the Agreement or otherwise that are not subject to refund in accordance with this Section. Any Program Quarter(s) repeated by Student will not cause the Program length to be extended for purposes of this Section.

**Pro Rata Portion** means: (i) the percentage derived by dividing 12 into the number of whole weeks remaining in such Program Quarter as of Student's withdrawal or termination date, rounded downward to the nearest 10%; less (ii) any unpaid tuition, Laboratory Fee, or other charges owed by Student to the School for such Program Quarter. Student's withdrawal or termination date will be the Student's last date of recorded attendance at the School. If the School determines, in its sole and absolute discretion, that Student's withdrawal or termination from the Program during any Program Quarter was the proximate result of Student suffering an incapacitating (i) illness, (ii) accident, (iii) death of a close family member, or (iv) similar circumstance, the School will determine, in its sole and absolute discretion, whether to increase the refund amount of the tuition and Laboratory Fee received by the School from or on behalf of Student for such Program Quarter as specified above.

**CANCELLATION AND REFUND REQUESTS:** Any cancellation or refund request by Student should be made in writing and mailed to: Director, ITT Technical Institute, 3325 Stop 8 Road, Dayton, Ohio 45414. If Student is a minor, however, the request must be made by Student's parent or guardian.

**CATALOG:** Student agrees to all terms of the Catalog. All terms of the Catalog are incorporated herein and made a part hereof as if originally and fully set forth herein, and the Catalog constitutes an addendum hereto.

**NON-DISCRIMINATION:** The School does not discriminate because of race, religion, color, age, sex, national origin, disability, or Vietnam Era Veteran status, in any of its programs or activities or in any of its employment practices.

**STUDENT COMPLAINT PROCEDURE:**

**Statement of Intent:** To afford full consideration to complaints which are submitted by students concerning any aspect of the educational programs, facilities, or other services offered by or associated with ITT Technical Institute, this complaint procedure is intended to provide a formal framework within which such complaints may be resolved. This procedure is not, however, a substitute for other available informal means of resolving complaints or other problems.

Students are encouraged to communicate their concerns fully and frankly to members of the school faculty and administration. School employees who receive a complaint from a student must immediately notify the School Director so that the complaint will be properly handled.

**Procedure:** All student complaints shall be handled in the following manner:

**Step One - Contact School Director:**

- 1. Students are to present to the School Director any complaints relating to any aspect of the educational programs, facilities, or other services provided by ITT Technical Institute, or relating to any action or alleged misrepresentation by an employee or representative of ITT Technical Institute, or relating to any discrimination because of sex, race, age, color, religion, national origin, disability, or Vietnam Era Veteran status by any Student, applicant, faculty member or other ITT Technical Institute employee, or visitor or invitee of the school, relating to any ITT Technical Institute academic program or activity. These may be oral or written. The School Director will acknowledge the complaint promptly, and respond to the Student in writing within three (3) School days following the specific complaint and shall indicate what, if any corrective action has been proposed or accomplished.
- 2. The School Director shall discuss the complaint and his/her written response with the Student within three (3) School days after the Student receives the School Director's written response.
- 3. Within three (3) School days of any such discussion, the School Director shall prepare a summary of the discussion, including any agreed or proposed solution of the Student's complaint, and forward a copy to the Student. The School Director shall take steps to insure that any agreed or other appropriate action is taken.
- 4. The School Director shall maintain a file of all complaints made under this procedure, including copies of any written complaints, the written response of the School Director, and the summary of the informal conference. All such materials shall be forwarded monthly to the Manager of Regulatory and Legislative Affairs at ITT Educational Services, Inc. (ITTES) in Indianapolis, Indiana for review.

**Step Two - Appeal to ITT Educational Services, Inc.**

- 1. If a complaint is not resolved to the Student's satisfaction, the Student shall, as soon as possible after receiving a copy of the summary of the informal conference, submit the complaint on the form provided to the Manager of Regulatory and Legislative Affairs, ITTES, Indianapolis, Indiana.
- 2. Within (10) days after receipt of the Student's written letter of complaint, the Manager of Regulatory and Legislative Affairs will reply to the Student in writing, including any proposed remedial action, with a copy to the Student in writing, including any proposed remedial action, with a copy to the School Director and the District Manager.
- 3. Within (30) days after forwarding the ITTES response to the Student, the Manager of Regulatory and Legislative Affairs will contact the Student by telephone or by letter to ascertain that the complaint has been satisfied, to inform the Student that further remedial actions have been taken, or to inform the Student why action cannot be taken.

**Step Three-Additional Appeal:**

1. If the complaint has not been resolved by ITTES to the satisfaction of the Student, the complaint may be referred to either the Accrediting Commission of Career Schools and Colleges of Technology, 750 First Street, NE, Suite 905, Washington, D.C. 20002-4242, telephone (202) 336-6650, or the State Board of Proprietary School Registration, 35 East Ca. Street, Suite 403, Columbus, Ohio 43266-0591, telephone (614) 466-2752.

**ENTIRE AGREEMENT:** This Agreement is the entire understanding and agreement between Student and the School with respect to the subject matter hereof, and this Agreement supersedes all prior agreements, understandings, negotiations, and discussions between Student and the School, whether oral or written. This Agreement cannot be amended or supplemented, except by a written instrument signed by Student and the School.

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON EACH OF THE 2 PAGES HEREOF.